



SOLICITATION NO. 98-SP-30-12410

# **Seawater Barrier Automation and Telemetry Study**

## **Los Angeles Basin**

## **Southern California Coastal Water Supply Study**

Lower Colorado Regional Office  
Boulder City, Nevada  
1998

United States Department of the Interior  
Bureau of Reclamation



[www.lc.usbr.gov/~g3100](http://www.lc.usbr.gov/~g3100)

# ***OFFER SUBMITTAL INFORMATION***

Before sealing your offer in the mailing envelope, please take a moment to check the following:

- \_\_\_\_\_ In Section A (Standard Form 1449), is it completely filled out?
  - \_\_\_\_\_ Have you called the Contracting Office at (702) 293-8588 to verify the number of Amendments that have been issued (if any)?
  - \_\_\_\_\_ Have you acknowledged all Amendments?
  - \_\_\_\_\_ Have you signed and dated your offer in Blocks 30a and 30c?
  
- \_\_\_\_\_ In Section B (Continuation of SF 1449), is it completely filled out?
  - \_\_\_\_\_ have you furnished all contract administration data required?
  - \_\_\_\_\_ Are the unit prices extended correctly?
  - \_\_\_\_\_ Are the totals for the schedules correct?
  - \_\_\_\_\_ Have you initialed all changes and erasures?
  
- \_\_\_\_\_ In Section E (Solicitation Provisions), have you completely filled out all applicable blanks?
  - \_\_\_\_\_ Have you provided your DUNS Number?
  
- \_\_\_\_\_ If mailing your offer using the U.S. Postal Service:
  - \_\_\_\_\_ Have you obtained a hand-canceled receipt from the Post Office showing the date and time of mailing?
  
- \_\_\_\_\_ If mailing your offer by other than the U.S. Postal Service:
  - \_\_\_\_\_ Have you allowed sufficient time for the offer to be received?
  - \_\_\_\_\_ Have you used our street address of Bureau of Reclamation, Lower Colorado Region, 400 Railroad Avenue, Boulder City, Nevada 89005?

The above list contains items frequently overlooked by offerors. These items should be carefully considered by offerors to ensure timely receipt of offers and offer responsiveness. Please note that this list is not comprehensive. Offerors are cautioned to carefully review the solicitation and all instructions contained therein. If you have questions regarding any of the above, please contact Caryn Rotheim at telephone No. (702) 293-8588 or e-mail address *crotheim@lc.usbr.gov*.

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<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>				1. REQUISITION NUMBER <div style="text-align: center;">98302300036</div>		PAGE 3 OF 71 PAGES	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER <div style="text-align: center;"><b>98-SP-30-12410</b></div>	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME <div style="text-align: center;"><b>Randy J. Belew</b> <b>(e-mail: rbelew@lc.usbr.gov)</b></div>				b. TELEPHONE NUMBER <i>(No collect calls)</i> <div style="text-align: center;"><b>(702) 293-8570</b></div>	
9. ISSUED BY		CODE LC-3117		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(a) SIC: <b>8711</b> SIZE STANDARD: <b>\$2.5 million</b>		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO		CODE		16. ADMINISTERED BY <b>Bureau of Reclamation</b> <b>Lower Colorado Regional Office</b> <b>P.O. Box 61470</b> <b>Boulder City NV 89006-1470</b>			
17a. CONTRACTOR/ OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY <b>U.S. Department of the Interior</b> <b>Bureau of Reclamation</b> <b>Reclamation Service Center</b> <b>P.O. Box 25508</b> <b>Denver CO 80225-0508</b>  SUBMIT INVOICES TO ADDRESS IN BLOCK 16.			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		SEE CONTINUATION ON PAGE B-3  <i>(Attach Additional Sheets as Necessary)</i>					
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT <i>(For Govt. Use Only)</i>	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA <i>(SIGNATURE OF CONTRACTING OFFICER)</i>			
30b. NAME AND TITLE OF SIGNER <i>(TYPE OR PRINT)</i>		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER <i>(TYPE OR PRINT)</i>		31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <div style="border: 1px solid black; padding: 2px;"><input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL</div>		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		35. AMOUNT VERIFIED CORRECT FOR	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
41c. DATE				42a. RECEIVED BY <i>(Print)</i>		40. PAID BY	
				42b. RECEIVED AT <i>(Location)</i>			
				42c. DATE REC'D <i>(YY/MM/DD)</i>		42d. TOTAL CONTAINERS	

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, DC 20405

OMB No.: 9000-0136  
Expires: 09/30/98

CONTINUATION OF BLOCKS FROM SF 1449

1. BLOCK 16: GOVERNMENT ADMINISTRATION PERSONNEL

The contracting office representative responsible for overall administration of this contract is:

Mr. Randy J. Belew (Mail Code: LC-3117), Contract Specialist  
 Bureau of Reclamation  
 P.O. Box 61470  
 Boulder City, Nevada 89006-1470  
 Phone No.: (702) 293-8570  
 Fax No.: (702) 293-8499  
 E-mail address: rbelew@lc.usbr.gov

2. BLOCK 17a: CONTRACTOR'S ADMINISTRATION PERSONNEL

Offerors are requested to designate a person who will be in charge of overall administration of this contract.

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City/State/Zip: \_\_\_\_\_  
 Telephone No: (    ) - \_\_\_\_\_  
 Fax No.: (    ) - \_\_\_\_\_  
 E-mail address: \_\_\_\_\_

## 3. BLOCKS 19 THROUGH 24: SCHEDULE OF SERVICES AND PRICES/COSTS

<b>Schedule for Seawater Barrier Automation and Telemetry Study</b>					
<b>19. Item No.</b>	<b>20. Schedule of Supplies/Services</b>	<b>21. Quantity</b>	<b>22. Unit</b>	<b>23. Unit Price</b>	<b>24. Amount</b>
<b>SCHEDULE 1: Base Schedule, Line Items 1 through 3</b>					
1	Recommended Design Report	1	LS	\$_____	\$_____
2	Preliminary Design	1	LS	\$_____	\$_____
3	Specifications and Design Plans for Demonstration System	1	LS	\$_____	\$_____
<b>Total for Schedule 1</b>					\$_____
<b>SCHEDULE 2: Optional Line Item 4</b>					
4	Pilot Program	1	LS	\$_____	\$_____
<b>Total for Schedule 2</b>					\$_____
<b>SCHEDULE 3: Optional Line Item 5</b>					
5	Design Plans and Specifications for Complete System	1	LS	\$_____	\$_____
<b>Total for Schedule 3</b>					\$_____
<b>TOTAL FOR SCHEDULES 1, 2 and 3</b>					\$_____

### 3.1 Performance Period for Services under the above Schedules

The overall performance period of this work shall be constrained by the following time periods:

(a) The performance period for the base schedule, Line Items 1 through 3 (comprised of Tasks 1 through 5 as defined in Statement of Work paragraphs 4.1 through 4.5 below), shall be no more than 90 calendar days, commencing on the date of contract award.

(b) If the 1st Option is exercised, the performance period for Schedule 2 will begin on the day the Contractor receives the Notice to Proceed with Task 6, "Optional Pilot Program," as defined in Statement of Work paragraph 4.6 below, and shall extend no more than 120 calendar days therefrom.

(c) If the 2nd Option is exercised, the performance period for Schedule 3 will begin on the day the Contractor receives the Notice to Proceed with Task 7, "Optional Design Plans and Specifications for Complete Telemetry System," as defined in Statement of Work paragraph 4.7 below, and shall extend no more than 90 calendar days therefrom.

The project milestone schedule submitted as part of the Contractor's Scheduling Plan (see Solicitation Provision paragraph 2.1(d)) shall be incorporated by reference into this subsection 3.1 at the time of contract award. The project milestone schedule will establish the definitive Performance Period for Services within the above constraints.

## CONTRACT CLAUSES

1. 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS  
(APR 1998)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Unless otherwise provided by an addendum to this contract, the Government shall make payment in accordance with the clause at FAR 52.232-33, Mandatory Information for Electronic Funds Transfer Payment, which is incorporated herein by reference.

In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit;

40 U.S.C 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistle blower protections; 49 U.S.C 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

## 2. ADDENDA TO 52.212-4

### 2.1 52.228-16 Performance and Payment Bonds--Other than Construction (Sep 1996)

(a) Definitions. As used in this clause--

Contract price means the total amount of the contract for the term of the contract (excluding options, if any) or, for requirements contracts, the price payable for the estimated quantity; or for indefinite-delivery type contracts, the price payable for the specified minimum quantity.

(b) The Contractor shall furnish a performance bond (Standard Form 1418) for the protection of the Government in an amount equal to 100 percent of the contract price and a payment bond (Standard Form 1416) in an amount equal to 30 percent of the contract price.

(c) The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer within 15 calendar days after award, but in any event, before starting work.

(d) The Government may require additional performance bond protection when the contract price is increased. The Government may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(e) The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register, or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW., 2nd Floor, West Wing, Washington, DC 20227.

2.2 1452.217-906 Option for Additional Numbered Line Items--Bureau of Reclamation--Lower Colorado Region (Mar 1998)

The Government may require performance of services under Optional Line Items 4 and 5, identified in Section B, Schedules 2 and 3, as "Pilot Program" and "Design Plans and Specifications for Complete System" respectively, in the quantity and at the prices stated in the Schedules. The Contracting Officer may exercise the option by written notice to the Contractor within no later than 30 calendar days prior to the completion of the contract performance period then in effect. The performance period of the Option, if the Contracting Officer exercises the option, shall be as defined in Section B, paragraph 3.1 above.

3. 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (OCT 1998)

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755); and
- (2) 52.233-3, Protest After Award (31 U.S.C 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

- ☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- ☐ (2) Reserved
- ☒ (3) 52.219-8, Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (15 U.S.C. 637 (d)(2) and (3));
- ☐ (4) 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4));
- ☐ (5) 52.219-14, Limitation on Subcontracting (15 U.S.C. 637(a)(14)).
- ☒ (6)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ☐ (6)(ii) Alternate I of 52.219-23.
- ☒ (7) 52.222-26, Equal Opportunity (E.O. 11246).
- ☒ (8) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- ☒ (9) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

- ☒ **(10) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).**
- ☐ (11) 52.225-3, Buy American Act--Supplies (41 U.S.C. 10).
- ☐ (12) 52.225-9, Buy American Act--Trade Agreements Act--Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).
- ☐ (13) Reserved.
- ☐ (14) 52.225-18, European Union Sanction for End Products (E.O. 12849).
- ☒ **(15) 52.225-19, European Union Sanction for Services (E.O. 12849).**
- ☐ (16)(i) 52.225-21, Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (41 U.S.C. 10, Pub. L. 103-187).
- ☐ (16)(ii) Alternate I of 52.225-21.
- ☐ (17) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- ☐ (18) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

- ☐ (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).
- ☐ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ☐ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this

contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

## STATEMENT OF WORK

### 1.0 GENERAL INFORMATION

The Bureau of Reclamation (Reclamation), in cooperation with the Los Angeles County Department of Public Works (Department) and the Water Replenishment District of Southern California, seeks to improve the efficiency of the Alamitos and Dominguez Barrier Projects by developing a state of the art data management program, remote monitoring, and operations system. Data is to be fed to a Department control facility via a primary communications path supported by backup paths using telephone, radio link, or satellite. The data management program will be capable of collecting, storing, analyzing, and graphically presenting status information. Implementation of a reliable data collection and remote monitoring system will improve the Department's barrier operations by enabling real time observation and management of injection operations.

#### 1.1 Scope of Work

The Contractor shall provide all personnel, equipment, materials, supervision and other items and services necessary to: (1) study and evaluate existing and currently proposed telemetry, control, monitoring, and data collection systems at the areas and facilities as defined in subsection 4.1 below; (2) analyze existing conditions and identify appropriate activation parameters for the systems and facilities as defined in subsection 4.2 below; (3) prepare, complete, and submit a report incorporating the results of the above study and analysis, concluding with a recommendation for a specific telemetry system that will fully automate the Project; (4) prepare, complete, and submit a preliminary design for an overall telemetry system for the Project; and (5) prepare, complete, and submit design plans, specifications, and operating procedures for a pilot program under which a demonstration telemetry system will be installed, operated, monitored, and evaluated for a 90-day test period.

If the Government exercises its first option under this contract, the Contractor shall install, operate, monitor, and evaluate the demonstration telemetry system under the above pilot program.

If the Government exercises its second option under this contract, the Contractor shall prepare, complete, and submit to the Government detailed design plans and specifications for the installation and implementation of a complete telemetry system for the Project facilities as defined in this Statement of Work (SOW).

The Barrier Projects and facilities referenced above are located in Los Angeles County, California. The general location of these barriers and facilities is shown on Attachment B1, Vicinity Location Map.

#### 1.2 Introduction

The Seawater Intrusion Barriers were started in the early 1950's as an experimental project in response to the overdraft caused by excessive groundwater production for a rapidly growing population. The design, construction, and operation of the barriers

have been a significant accomplishment towards mitigating the seawater intrusion problem into critical coastal aquifer which serve as an invaluable water supply source for Southern California residents. Numerous local water resource agencies work together to make the seawater barriers function in an optimized manner with respect to: regulatory issues, water supply constraints, institutional requirements, pumping rights, and local groundwater contamination constraints. The barrier projects have received many engineering and technical awards. The most recent of these was the Association of Engineering Geologists National Award for Outstanding Engineering. A good overview of the barrier projects is presented in the technical paper included as Attachment A.

The seawater barriers protect a 32,000,000 acre-foot groundwater reservoir from contamination by seawater intrusion. Two million residents of the Southern California coastal plain depend on groundwater that is protected by the barrier facilities for approximately 35 percent of their potable water supply. Besides being the lowest cost water available, this groundwater reservoir serves as a strategic reserve when imported water supplies are interrupted due to drought or disaster.

Significant barrier performance improvements can be accomplished by replacing the present manual data collection, hand data entry, and long hand analysis with automated electronic methods. The primary goal of the work described herein is to provide the Department with the design and installation specifications for a real time on line access to barrier performance. With this access, the Department can do more with less, both in terms of staff efficiency and with improved utilization of the expensive imported and reclaimed water that is supplied to the barriers.

### 1.3 Background

The three seawater intrusion barriers operated by the Department prevent the intrusion of seawater into the groundwater basins through injection of freshwater to form a protective pressure ridge. The three barriers are the Alamitos Barrier Project (ABP), the Dominguez Gap Barrier Project (DGBP), and the West Coast Basin Barrier Project (WCBBP). The West Coast Basin Barrier is the largest of the three barriers with 153 injection wells while Dominguez Barrier has 41 injection wells and Alamitos Barrier has 35 injection wells. There are proportionate numbers of observation wells at each of the barriers that are key indicators of system performance. These observation wells are either internodal wells placed midway between injection wells or off alignment water quality wells for monitoring chloride levels. See Attachments B1, B2 and B3 for location maps.

The barrier injection wells operate continuously with injection rates ranging from 0.1 to 1.5 cfs. Adjustments to the injection wells are made manually based on internodal observation well water surface elevations, chloride levels in off alignment observation wells, local groundwater conditions, and individual injection well performance status. Observation and injection well cross-sections are shown in Attachments C1 and C2.

The injection wells are of various designs and are completed with transite, low carbon steel, or stainless steel casings and screens depending on era of construction.

Instrumentation access for different well types varies based on vault construction, location, well header design, local drainage, proximity of power and telephone utilities, and other possible local conditions. The Alamitos and Dominguez Gap Barrier Project injection wells are equipped with orifice plate differential pressure flow measurement ports, well head pressure ports, water level sounding tubes, and zone isolation packer pressure inflation connections.

There are four extraction wells in the Alamitos Barrier Project. These wells pump groundwater continuously and discharge it to the San Gabriel River and Los Cerritos Channel within the tidal prism. The flow rates range from 0 to 0.7 cfs. The water level fluctuates from sea level to 130 feet below sea level.

Control of barrier operation and data collection are essentially the same as originally developed in the 1950s and 1960s. While these methods are proven and reliable when implemented by experienced personnel, they are also labor intensive, time consuming, and hazardous due to street traffic and confined space subsurface vault access. Data is collected manually by field hydrographers and maintenance staff on a periodic basis, hand transcribed onto data entry sheets, and entered into the Barrier Group operational database. This process can generally be done in a one to five day time interval depending on availability of office and field staff. The current method of operations is coordinated and conducted by both field and office Department staff. The valve and control adjustments are manually operated by field staff.

Each year the Department injects an average of 30,000 acre-feet of imported and reclaimed water. The annual cost for the injection water is approximately 16 million dollars. The imported water flows to the three barrier projects through their connection to the Metropolitan Water District distribution system at their Pressure Reduction Stations which are metered for flow. The West Coast Basin Barrier has an additional feed point for its reclaimed water supply which is blended in line with the imported water for injection in the barrier system.

The Pressure Reduction Stations for the Alamitos and Dominguez Gap Barrier Projects reduce the pressure of the imported water from Metropolitan Water District distribution System to a level suitable for the barrier system. There are also a hydroelectric plants at these stations which are operated by a private contractor.

The Department also receives the total water flow signal delivered to the barrier project from the Metropolitan Water District Flow meter at each Pressure reduction station. This flow signal for both Dominguez Gap and Alamitos Barrier Projects is currently transmitted by dedicated phone lines to the Alamitos Yard, 881 Iroquois Street Long Beach. The Pressure Reduction Stations also have a high and low pressure alarm system which transmits the alarm to the Department's Dispatch Office which is manned 24 hours a day. The upstream pressure (in Metropolitan Water District's System) generally ranges from 200 psi to 240 psi. The downstream pressure at both barrier projects is regulated at 70 psi.

The Department has existing telemetry systems already in place or planned for its 17 dams, and 30 spreading grounds, and West Coast Basin Barrier Project well facilities.

Field monitoring and transmission equipment specified for WCBBP will be used for this project. The recommended facilities for the Alamitos and Dominguez Gap Barrier Project Telemetry system that should, where possible, be compatible with these existing and proposed facilities. The Department's concern here is to simplify its overall maintenance and operations of all of its telemetry system components.

The consultant should prioritize his design by first identifying the optimal telemetry system for the Alamitos and Dominguez Gap Barrier Projects. The design is required to use any components selected for the West Coast Basin Barrier Telemetry System that are applicable.

The consultant's grasp of how to reconcile these concerns will be of critical importance in the selection process. The consultant must demonstrate understanding of this issue in his proposal in order to be considered.

#### 1.4 Submittal Requirements

The Contractor shall provide all materials and perform all work required for furnishing submittals to the Government, in accordance with provisions, clauses, and paragraphs of this SOW.

The Government will complete review of submittals, or resubmittals, for approval, within 14 days of receiving a complete set of all the submittal materials required for a particular Required Submittal Number (RSN).

If the Government uses time in excess of the specified number of calendar days for review of any submittal or resubmittal, additional time, not to exceed the excess time, will be added to the time allowed the Contractor for performance of the service.

After the Government's review, one set of submittals requiring approval will be returned to the Contractor either approved, not approved, or conditionally approved; any required changes will be marked. Submittals that are not approved or that require changes or revisions shall be revised and resubmitted for approval, and shall show changes and revisions with revision date. All requirements specified for the initial submittal shall apply to any resubmittals required. All submittals which are to be resubmitted shall be resubmitted by the Contractor within 5 calendar days after the Contractor has received the Government's comments, except as otherwise defined in this SOW.

In Table 1A below, the column headed "No. of sets to be furnished" designates the number of submittal sets that are to be furnished to the following offices:

CO (Contracting Officer) at: Bureau of Reclamation, Attention: Contracting Officer, LC-3110, P.O. Box 61470, Boulder City NV 89006-1470.

COR (Contracting Officer's Representative) at: Bureau of Reclamation, Attention: Dennis Watt, LC-2310, P.O. Box 61470, Boulder City NV 89006-1470.

Table 1A - List of Required Submittals

LIST OF REQUIRED SUBMITTALS					
RSN	Item	Clause or Reference Paragraph	Submittals Required	No. of sets to be furnished	Due date or Delivery time
1	Bonds	Clause 52.228-16	Performance and payment bonds	1 to CO	Within 15 calendar days after award
2	Payment	Clauses 52.212-4(i) and 52.232-33	Payment information	1 to CO	After award but no later than 15 days prior to initial request for payment
3	Safety Plan	Paragraph 1.7	Safety plan	2 to COR	Prior to commencing on-site performance
4	Recommended Design Report	Paragraph 4.3	Report	2 to COR	Within 30 days of Contract Award
5	Preliminary Design	Paragraph 4.4	Design plans	2 to COR	Within 30 days of Government approval of the Recommended Design Report
6	Design for Demonstration System	Paragraph 4.5	Specifications and Design Plans	2 to COR	Not later than 30 days prior to the end of the base performance period
7	As-Built Plans	Paragraph 4.6.1.3	As-Built Plans of the Demonstration System	2 to COR	Not later than 30 days prior to the end of Option 1 performance period
8	Demonstration System O&M Manuals	Paragraphs 4.6.3.1 and 4.6.4.1	(1) Field Equipment O&M Manuals (2) Office Equipment and software O&M Manuals	2 each to COR	Prior to end of Option 1 performance period
9	Final Design	Paragraphs 4.7.1 and 4.7.2	(1) Design plans and specifications for complete system (2) Revised O&M Manuals	2 each to COR	Prior to end of Option 2 performance period

### 1.5 Protection of Existing Installations and Structures

The Contractor shall safeguard the existing facilities, installations and equipment, from any potential harm resulting from their operations. Any materials furnished by the Contractor to provide protection of the existing facilities, installations and equipment, shall remain the property of the Contractor and, upon completion of the work, shall be removed from the jobsite by the Contractor.

The Contractor shall repair, at Contractor expense, any damage to real or personal property caused by Contractor action or by failure of the Contractor to adequately protect the property. If the Contractor fails to make such repairs in a timely manner, the Government may elect to repair the damage and to charge the Contractor the costs of repair.

### 1.6 Access to Jobsite

The Contractor shall coordinate access to the various sites and facilities subject to this study, with the Los Angeles County Department of Public Works.

### 1.7 Safety and Health

The Contractor shall not require any employee in the performance of this SOW to work under conditions which are unsanitary, hazardous, or dangerous to the employee's health or safety, as determined under Reclamation Safety and Health Standards (RSHS) promulgated by the Secretary of Labor under section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq), as amended, and Reclamation Safety and Health Standards, published by the Bureau of Reclamation.

The Contractor shall comply with the Bureau of Reclamation "Reclamation Safety and Health Standards" manual. The RSHS manual can be ordered from: The Government Printing Office, Superintendent of Documents, North Capitol and H St. N.W., MS-SSMC - Room 566, Washington, D.C. 20401 (Stock item GPO-024-003-00178-3).

The Contractor shall comply with all applicable safety and occupational health requirements set forth in 29 CFR 1910, OSHA's General Industry Standards. If the Contractor fails or refuses to promptly comply with safety requirements, the CO may issue an order stopping all or part of the work until satisfactory corrective action has been taken.

### 1.8 Other Contracts

The Government may undertake or award other contracts for additional work in or around the Project facilities. The Contractor shall fully cooperate with the other Contractors and with Government employees and shall carefully adapt scheduling and performing the work under this SOW to accommodate the other work, heeding any direction that may be provided by the CO. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other Contractor or Government employees.

## 2.0 GOVERNMENT-FURNISHED INFORMATION

The Government will furnish the following information to the Contractor:

(1) Data related to the seawater barriers is available in printed and electronic forms. The data includes injection well records, groundwater elevations, well and injection water supply structure construction details, aquifer characteristics, geologic logs, and well maintenance and modification histories.

(2) Well schematics, electric logs, partial geologic cross sections, reports, and other like particulars can be photocopied from Department files.

(3) Photographs and location maps of various wells and control points. Construction drawings of barrier facilities are available from the Department map vault in either printed copy or in electronic format (TIFF).

(4) Related studies and reports conducted by the Department, other agencies, or contract consultants.

(5) Descriptions of computer hardware and software currently used by the Department.

(6) Department field staff will assist the contractor in gaining access to any field facility required for purposes the work described herein. Two weeks notice is required by the Department to schedule the appropriate personnel to assist the contractor.

(7) The Department will meet with the consultant for reviews as stipulated in Section 6.4.

(8) The Department will provide review comments within weeks of receipt of all reports submitted by the consultant.

## 3.0 CONTRACTOR-FURNISHED ITEMS AND SERVICES

Except for those items or services specifically stated in Section 2.0 as Government-furnished, the Contractor shall furnish all items and services needed to perform the work required in this SOW.

## 4.0 SPECIFIC TASKS

The Contractor shall provide all personnel, equipment, materials, supervision and other items and services necessary to perform the study as detailed in this SOW.

This scope of work is provided as a guide to achieve the objective stated in section 1.0. The consultant shall obtain, review, organize, and incorporate any information pertinent to the study and design. The services to be performed by the consultant shall include but not necessarily be limited to the following items of work outlined below. The consultant should recommend work items not listed, or any other changes, if they are believed to better suit the objective.

#### 4.1 Task 1 - Identify Methods and Inventory Conditions

The Contractor shall provide all personnel, equipment, materials, supervision and other items necessary to evaluate the Department's existing and proposed telemetry system for the dams, spreading grounds and West Coast Basin Barrier Project monitoring wells. The consultant should familiarize himself with the system components, radio transmission facilities, programmable logic controllers, flow meters, transducers, conductivity meters, base station computer hardware and computer software. The consultant should also familiarize himself with the current Barrier Operations Hydrologic System Database.

#### 4.2 Task 2 - Analyze

The Contractor shall provide all personnel, equipment, materials, supervision and other items necessary to:

4.2.1. Analyze the current constructed and proposed Department telemetry systems at the Dams, Spreading Grounds, and West Coast Basin Barrier Project well facilities.

4.2.2. Analyze the current Department data collection methods with respect to their effectiveness.

4.2.3. Analyze existing conditions and identify appropriate alarm signal activation parameters of the facilities to be monitored as follows:

Item	Monitoring Issues
Injection Wells	Orifice plates and sampling ports Water level sound tubes Pressure measurement ports Packer pressure measurement ports Vault flooding due to well leakage
Extraction Wells	Water level Flow rate
Observation Wells	Water level Flow rate
Pressure Reduction Station	Upstream pressure Downstream pressure Flow signal from Metropolitan Water District

4.2.4. Inventory and describe other conditions at each of the designated barrier injection wells, observation wells, and control or monitoring points which could bear on the successful operation of the telemetry system.

#### 4.3. Task 3 - Recommended Design Report

Complete a report in which the recommended instrumentation techniques to achieve an operational system are discussed. Include a discussion of the advantages and disadvantages of the recommended techniques and those not recommended. Recommended techniques shall be appropriate for various types of barrier injection wells, observation wells, and control valves.

#### 4.4 Task 4 - Preliminary Design

Provide a preliminary design for an overall telemetry system for the Alamitos and Dominguez Gap Barrier Projects with the capabilities listed below. The Department may elect to reduce the number of barriers and wells or control points evaluated during the study. Emphasis on compatibility with existing and planned County systems and facilities is of primary importance. In particular the West Coast Basin Barrier is stressed since maintenance, operations, staff and data management are common to all three seawater intrusion barrier facilities. This design will use the field monitoring and transmission equipment specified for the WCBBP telemetry contract. The County has a number of existing radio communications sites located throughout the County. These sites which serve pump plants and other telemetry systems are located as shown in Attachment D.

4.4.1. The telemetry system design should be able to collect data required to operate and monitor the injection and extraction wells including, but not limited to, the following types of data for each barrier facility in the number of sites listed below and described in Attachments E1 and E2. Attachment E3 is to be used as a design guide for possible pilot systems.

<b>Alamitos Barrier Project</b>			
Item	Sites	Wells	Monitoring Parameters - Logging transmission rate
Injection Wells	20	34	Flow rate, Injection head Packer pressure Vault flooding conditions Log parameters every 6 hours Transmit data daily
Extraction Wells	4	4	Flow rate Pumping water level Log parameters every 6 hours Transmit data daily
Observation Wells	16	45	Water level Log parameters every 6 hours Transmit data daily
Mainline Flow Meters		2	Flow instantaneous Totalizer flow volume Log parameters hourly Transmit data daily

<b>Dominguez Gap Barrier Project</b>			
Item	Sites	Wells	Parameters to be monitored
Injection Wells	30	41	Flow rate Injection head Packer pressure Vault flooding conditions Log parameters every 6 hours Transmit data daily
Observation Wells	20	44	Water level Log parameters every 6 hours Transmit data daily
Mainline Flow Meters	2		Instantaneous flow Totalizer flow volume Log parameters hourly Transmit data daily

<b>Alamitos and Dominguez Gap Barrier Projects</b>	
Item	Parameters to be monitored
Pressure Reduction Station	Upstream pressure Downstream pressure Alarm conditions Flow signal from MWD Log every second Transmit data hourly

4.4.2. Data Storage. Store the data on site as a contingency against losing data before receipt at the headquarters building or base station.

4.4.3. Data Transmission. Transmit the data to Department headquarters.

4.4.4. System Features Required.

- 4.4.4.1. Multiple telemetry paths, for fault tolerance.
- 4.4.4.2. Programmable capability to automatically adjust data collection rates based on changes in data values.
- 4.4.4.3. Error checking capability.
- 4.4.4.4. Capability to measure manually when desired.
- 4.4.4.5. Programmable alarms at various ranges for each type of data collected.
- 4.4.4.6. Transmission of alarm conditions to the Department's headquarters building.
- 4.4.4.7. Reliable and accurate operation under extreme changes in flow.
- 4.4.4.8. Secure from vandalism and flooding of the facilities and measured parameters.
- 4.4.4.9. Flexibility for increasing or decreasing the number of data points monitored and the frequency of collection.
- 4.4.4.10. Capability to upgrade features The system design shall include provision for future upgrades to remotely operate the shutoff and regulator valves.
- 4.4.4.11. Notification of Department designees of all alarm conditions.
- 4.4.4.12. Electronically readable identification tag physically and permanently affixed to each data collection point.
- 4.4.5. Base Station. Design a Base Station which operates as a stand alone unit or in conjunction with other Department installations and software.
- 4.4.6. System Compatibility.
  - 4.4.6.1. Where applicable, integrate with the communication network utilized by the existing Department paths, networks, and devices.
  - 4.4.6.2. Provide control and remote monitoring of each site from the Department Operations Center (DOC) or other facility using remote dial-in.
- 4.4.7. Computer Database for Processing, Analysis, and Management. Receive and store data transmitted from each site.
  - 4.4.7.1. Verify that the data is not corrupted during the communication transfer.
  - 4.4.7.2. Check sensor readings on a sensor by sensor basis.

4.4.7.3. Where appropriate, be compatible with the existing Department database software.

4.4.7.4. Present the data in a Department approved format.

4.4.7.5. Easily set alarm criteria and identify data exceeding alarm criteria as defined by Department staff.

4.4.7.6. Notify Department staff of alarm conditions.

4.4.7.7. Capability to flag and/or mask questionable data for further consideration prior to making this data available for reports and graphics.

4.4.7.8. Permit manual data entry and full conversion of engineering units.

4.4.7.9. Allow for expansion and upgrades of sensors and instruments.

4.4.7.10. Capability to obtain more frequent readings, if necessary.

4.4.7.11. Capability to process the following information, including, but not limited to: Water injected (acre-feet) (monthly, daily, hourly), Water Surface Elevations (feet).

4.4.7.12. Capability to account for daylight savings time, leap year, and be year 2000 compliant.

4.4.7.13. Graphical User Interface (GUI) that presents status.

#### 4.5. Task 5 - Specifications and Design Plans for Demonstration System

Prepare design plans and specifications for installation of a demonstration telemetry system for use in the Pilot Program described in Task 6 below. The demonstration system may be implemented at either the Alamitos or Dominguez Gap Barrier Projects for the facilities described in section 4.4.1 and noted in Attachment F. The system should include alarm mechanisms where appropriate for any condition that threatens facility safety or integrity of logged or transmitted data. See Attachment G for concept drawing.

#### 4.6 Task 6 - Optional Pilot Program

##### 4.6.1. Purchase and install equipment.

4.6.1.1. After receiving authorization from the Department, purchase sufficient equipment to install the selected Telemetry Pilot System to demonstrate the system design at the Alamitos Barrier Project.

4.6.1.2. Install equipment and make necessary modification to the well head measuring devices and other facilities to be instrumented

4.6.1.3. Provide detailed As Built Plans to the Department.

4.6.2. Calibrate Equipment.

4.6.2.1. Conduct a pilot program to verify data collected electronically is accurate. The system shall be deemed calibrated when all electronic measurements are consistent with manual measurements for a one year period. The pilot program will continue until the system is deemed calibrated or for a one year, whichever is longer.

4.6.2.2. The consultant will be responsible for ensuring the reliability of the equipment and any warranties and equipment replacements.

4.6.3. Training Related to Field Activities.

4.6.3.1. Provide complete documentation on operation and maintenance of all field equipment.

4.6.3.2. Conduct training sessions with Department staff responsible for operating and maintaining field equipment sufficient to establish expertise in operating and maintaining the equipment.

4.6.4. Training Related to Office Functions.

4.6.4.1. Provide complete documentation on operation and maintenance of all office equipment and software.

4.6.4.2. Conduct training session with Department staff responsible for operation and maintenance office equipment sufficient to establish expertise in operating and maintaining the equipment.

4.7 Task 7 - Optional Design Plans and Specifications for Complete Telemetry System.

4.7.1. Prepare design plans and specifications for final design of the complete telemetry systems at Alamitos and Dominguez Gap for the facilities described in section 4.4.1 and noted in Attachment F. The Department and District will use these plans for advertising the final system installation contract. The system should include alarm mechanisms where appropriate for any condition that threatens facility safety or integrity of logged or transmitted data. The plans and specifications should be prepared to the Department's typical design standards. Copies of the typical plans will be furnished to the consultant upon request. See Attachment G for concept drawing.

4.7.2. Update documentation manual on operation and maintenance of all field equipment as required to reflect addition of any new components that were not included in the pilot system installation.

## ATTACHMENTS

List of Attachments		
Att. No.	Title	No. of pages
A	Technical Description of Seawater Intrusion Barrier System	12
B1	Vicinity Location Map	1
B2	Alamitos Barrier Facility Map	1
B3	Dominguez Barrier Facility Map	1
C1	Typical Injection Well Features	1
C2	Typical Observation Well Features	1
D	Los Angeles County Pump Plant Telemetry Sites	1
E1	Alamitos Barrier Well Information Table	3
E2	Dominguez Barrier Well Information Table	3
E3	Possible Pilot System Configurations	3
F	Summary of Proposed Telemetry System	1
G	Proposed Telemetry System Concept Drawings	1

# SOLICITATION PROVISIONS

(This section will be removed from the contract document)

## 1. 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (AUG 1998)

(a) Standard industrial classification (SIC) code and small business size standard. The SIC code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show----

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3;

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late offers. Offers or modifications of offers received at the address specified for the receipt of offers after the exact time specified for receipt of offers will not be considered.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Availability of requirements documents cited in the solicitation.

(1) (i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW., Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, Contractor 19111-5094 (telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet Site at <http://www.dodssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

(i) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [customerservice@mail.dnb.com](mailto:customerservice@mail.dnb.com).

## 2. ADDENDA TO 52.212-1, ADDITIONAL INSTRUCTIONS TO OFFERORS

### 2.1 Offeror's Work Plan

Offerors shall develop and submit a "Work Plan" as a part of their proposal. Upon award, the successful offeror's Work Plan will be incorporated into, and made a part of, the SOW. Offerors will develop this Work Plan based on the requirements contained in this SOW and all attachments, and on their prior experience. The Work Plan will consist of (a) a Technical Plan, (b) a Personnel Plan, (c) a Subcontracting Plan, and (d) a Scheduling Plan.

(a) Section 4.0, Specific Tasks, of the SOW presents the requirements for performing the study and completing the designs. With respect to these requirements the Technical Plan shall include the following items:

(1) Discuss the significant steps, methods, and procedures that the firm will use to complete Tasks 1 through 7 of the SOW.

(2) Explain any potential problems or concerns for this project.

(3) Identify any additional information or support required from the Department other than that listed in SOW Section 2.0, Government-Furnished Information.

(4) Identify as "additional items" any other tasks or items of work that are believed to be of significant importance.

(5) Any requests for waivers or exemptions from the stated regulations and policies, with appropriate justification or explanation of the advantage to the Government for granting such waiver or exemption.

(b) In the Personnel Plan Offerors shall include the following items:

(1) Designation of a Project Manager: including name, position in the company, general qualifications, professional references, and specific expertise in managing and performing studies and designs similar in scope to the requirements contained in this SOW.

(2) Identify the members of the project team that will be performing each of the requested services [including pertinent personnel from any subcontractors listed in paragraph (d) below]. Describe the role of each member of this team and provide a table of organization delineating the responsibilities of each member.

(3) Provide a resume of education and experience for the members of the project team [including any pertinent subcontractor personnel]. The resume should include:

(i) Education: degree(s)/year/specialization.

(ii) Registrations: discipline/year first registered/registration number(s).

(iii) Experience: total years/years with firm/related projects.

(iv) For the Project Manager, include examples (maximum five) of similar projects and his or her records on completion of projects compared to original schedules.

(4) Principals in the Contractor's firm.

(c) In the Subcontracting Plan Offerors shall provide the information listed below for all work described herein which will be subcontracted:

(1) Firm name.

(2) Home office address and telephone number(s).

(3) Local office address and telephone number(s) [not required if home office will provide services].

(4) Principals in the subcontractor's firm.

(5) Description of the services the firm(s) will perform.

(d) In the Scheduling Plan Offerors shall include the following items:

(1) Provide a project schedule with milestones for each of the Tasks (Tasks 1 through 7) included in the Statement of Work, using calendar days starting from a date of Contract Award. Important sub-tasks may also be included.

(2) Name other projects assigned to key project team members during the period of this contract.

## 2.2 Site Visit

Offerors may visit the facilities subject to the study by appointment only. Those offerors desiring to visit the facilities may schedule an appointment by calling Mr. Wayne Jackson at (626) 458-6192 between the hours of 9 a.m. and 3 p.m. Monday through Friday.

## 3. 52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 1997)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors, in descending order of importance, shall be used to evaluate offers:

- (i) Technical Approach to the Work
- (ii) Company Background, Experience, and Past Performance
- (iii) Price

An Evaluation Committee will evaluate the proposals according to the criteria listed in this provision. Evaluation factors (i) and (ii) above, when combined, comprise 75% of the total evaluation weight. Evaluation factor (iii) above, Price, comprises 25% of the total evaluation weight.

### Evaluation factor (i) Technical Approach to the Work

This will be evaluated based on the information the offeror submits in their Work Plan as part of the proposal (see "2.1. Offeror's Work Plan" above). This evaluation factor will include the following sub-factors, listed in descending order of importance: (1) Technical Plan; (2) Personnel Plan; (3) Subcontracting Plan; and (4) Scheduling Plan.

### Evaluation factor (ii) Company Background, Experience, and Past Performance

This will be evaluated based on information the offeror includes in their proposal in response to Provision 1(b)(10) above. In particular, the information submitted for Past Performance should include: a list of a maximum of five projects where the firm has been engaged in projects comparable in type and scope to the work described in the

SOW. For each project, include the name of the client, location, service provided, construction costs, year completed, and the project manager's name.

Evaluation factor (iii) Price

Cost/Price and related criteria will comprise 25% of the total evaluation weight. Offers will be evaluated in accordance with the FAR, and offers that are materially unbalanced as to price may be rejected.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

4. 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--  
COMMERCIAL ITEMS (OCT 1998)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Women-owned small business concern" means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least

51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer identification number (TIN) (26 U.S.C. 6050M).

(1) Taxpayer Identification Number (TIN).

- ☐ TIN: \_\_\_\_\_.
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of a Federal, state, or local government;
- ☐ Other. State basis. \_\_\_\_\_

(2) Corporate Status.

- ☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
- ☐ Other corporate entity;
- ☐ Not a corporate entity:
- ☐ Sole proprietorship
- ☐ Partnership
- ☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(3) Common Parent.

- ☐ Offeror is not owned or controlled by a common parent.
- ☐ Name and TIN of common parent:  
Name \_\_\_\_\_  
TIN \_\_\_\_\_

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) Small disadvantaged business concern. The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) Women-owned small business concern. The offeror represents that it ( ) is, ( ) is not a women-owned small business concern.

Note: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(4) Women-owned business concern. The offeror represents that it ( ) is, ( ) is not, a women-owned business concern.

(5) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(6) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it ( ) is, ( ) is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts) (Check one of the following):

NUMBER OF EMPLOYEES	AVERAGE ANNUAL GROSS REVENUES
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million

<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(7) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It ( ) is, ( ) is not certified by the Small Business Administration as a small disadvantaged business concern and is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ( ) has, ( ) has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Certification of non-segregated facilities. (Applies only if the contract amount is expected to exceed \$10,000)--

By submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees, any facilities that are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise and that it does not and will not permit its employees to perform their services at any location where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(2) Previous Contracts and Compliance. The offeror represents that--

(i) It ( ) has, ( ) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925, or the clause contained in Section 201 of Executive Order 11114; and

(ii) It ( ) has, ( ) has not, filed all required compliance reports.

(3) Affirmative Action Compliance. The offeror represents that--

(i) It ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Trade Agreements--Balance of Payments Program Certificate. (Applies only if FAR clause 52.225-9, Buy American Act--Trade Agreement--Balance of Payments Program, is included in this solicitation.)

(1) The offeror hereby certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act--Trade Agreements Balance of Payments Program") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States, a designated country, a North American Free Trade Agreement (NAFTA) country, or a Caribbean Basin country, as defined in section 25.401 of the Federal Acquisition Regulation.

(2) Excluded End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

(List as necessary)

(3) Offers will be evaluated by giving certain preferences to domestic end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (f)(2) of this provision, offerors must identify and certify below those excluded end products that are designated or NAFTA country end products, or Caribbean Basin country end products. Products that are not identified and certified below will not be deemed designated country end products, NAFTA country end products, or Caribbean Basin country end products. Offerors must certify by inserting the applicable line item numbers in the following:

(i) The offeror certifies that the following supplies qualify as "designated or NAFTA country end products" as those terms are defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program":

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(Insert line item numbers)

(ii) The offeror certifies that the following supplies qualify as "Caribbean Basin country end products" as that term is defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program":

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(Insert line item numbers)

(4) Offers will be evaluated in accordance with FAR Part 25.

(g) (1) Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program. (Applies only if FAR clause 52.225-21, Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product being offered, except those listed in paragraph (g)(1)(ii) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program," and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

(ii) Excluded End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

(List as necessary )

(iii) Offers will be evaluated by giving certain preferences to domestic end products or NAFTA country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (g)(1)(ii) of this provision, offerors must identify and certify below those excluded end products that are NAFTA country end products. Products that are not identified and certified below will not be deemed NAFTA country end products. The offeror certifies that the following supplies qualify as "NAFTA country end products" as that term is defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program":

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(Insert line item numbers)

(iv) Offers will be evaluated in accordance with Part 25 of the Federal Acquisition Regulation. In addition, if this solicitation is for supplies for use outside the United States, an evaluation factor of 50 percent will be applied to offers of end products that are not domestic or NAFTA country end products.

(2) Alternate I. If Alternate I to the clause at 52.225-21 is included in this solicitation, substitute the following paragraph (g)(1)(iii) for paragraph (g)(1)(iii) of this provision:

(g)(1)(iii) Offers will be evaluated by giving certain preferences to domestic end products or Canadian end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (b) of this provision, offerors must identify and certify below those excluded end products that are Canadian end products. Products that are not identified and certified below will not be deemed Canadian end products. The offeror certifies that the following supplies qualify as "Canadian end products" as that term is defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program":

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(Insert line item numbers)

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals ( ) are, ( ) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) ( ) Have, ( ) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements,

tax invasion, or receiving stolen property; and ) are, ) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.